

EXHIBIT "A"

Agreement to Extend the Temporary Uses of Property Without Site Plan Approval

This Agreement to *Extend the Temporary Uses of Property Without Site Plan Approval* (Agreement), originally entered into between the Town of Lake Park, Florida (Town), and the owner of certain real property, Commercial Investments LLC, aka Earl Stewart Toyota (Owner), on October 23, 2013 and now being re-entered into this __day of January, 2015.

WITNESSETH

WHEREAS, the Town is a municipal corporation of the state of Florida with such power and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, by Resolution, the Town and the Owner have previously agreed that the Owner may make certain temporary uses of its property legally described as:

KELSEY CITY LTS 1 TO 11 INC /LESS W 20 FT RD R/W/ & LTS 12 TO 22 INC BLK 121
(the Property)

before obtaining a Development Order authorizing the development of the Property in accordance with a site plan which legally authorizes the Owner to use and develop its property consistent with the Town Code.

NOW THEREFORE, the parties agree as follows:

1. The persons signing this Agreement have the authority to enter into it and bind the respective parties to the terms contained herein.
2. Within seven calendar days following the effective date of Resolution 41-10-2013 (the Resolution), a copy of which is attached hereto and incorporated herein, the Owner shall deliver a cashier's check to the Town in the amount of Thirty Thousand and no/100 Dollars (\$30,000.00) to secure the timely performance of all obligations as set forth in Resolution (the "Funds"). The Town shall deposit the Funds into the Town's regular general revenue account at PNC Bank (f/k/a) National City Bank, in Lake Park, Florida. The Town shall separately account for the Funds, which shall be segregated in the Town account.
3. If the Applicant fails to timely comply with any of the obligations of Resolution 41-10-2013, the Owner agrees that the Town shall be entitled to keep any and all remaining Funds.
4. The Owner shall have until June 30, 2016, to remove the sales trailer from the Property. The Property will be improved in accordance with the site plan approved by the Town Commission.
5. This Agreement may be enforced by either party, and in such case, the prevailing party shall be entitled to recover its attorney fees and costs.

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33043

Commercial Investments LLC
1025 U.S. Highway-1
Lake Park, Florida 33403

James Dubois, Mayor

Earl D. Stewart, Manager/Member